

PROCEDURES FOR SPECIAL PERMITS: PARADE

PARADE PERMIT:

Application, with proof of insurance and executed Hold Harmless Agreement, must be filed with the City Clerk's office at least sixty (60) days prior to the parade, march, procession, or other use of a State Highway. When any portion of a State Highway is used for any event, the application shall be submitted for review and approval by the Chief of Police, Fire Chief, Director of Public Services, and City Manager prior to City Council review and approval.

If a State Highway, i.e. San Benito Street, Fourth Street, Nash Road, San Felipe Road, Airline Highway, is to be used for any portion of the parade route, the Police Department, after City Council approval and adoption of the appropriate Resolution, will submit the required information to the California Highway Patrol, and subsequently Cal Trans for an Encroachment Permit.

Upon receipt of the Cal Trans Encroachment Permit, the Police Department will submit a copy of the permit to the City Clerk's office. The City Clerk's office will then notify the applicant by letter.

When only City Streets are to be used for a parade route, an application, with proof of insurance, must be filed with the City Clerk's office prior to the planned event for City Council review and approval. Upon approval, the City Clerk's office will notify the applicant by letter.

For a closure of a City Street, other than a parade, the "Block Party" application should be used.

INSURANCE REQUIREMENTS:

The form of insurance should be occurrence and the City named as an additionally insured on the certificate.

Recommended coverage is: Comprehensive General Liability, and Contractual Liability.

Recommended minimum liability limit is \$1,000,000.00.

CITY OF HOLLISTER
PARADE PERMIT

Sponsoring Group _____

Representative _____

Address _____

Phone Number _____

Streets, Request Use of _____

Date _____ Time of Day: from _____ to _____

Number of People _____ Music: Yes _____ No _____

Type of Parade _____

Dated: _____ Signed: _____

For City of Hollister Use only

Chief of Police

Fire Chief

Community Services Director

City Manager

Approved by City Council at regular meeting of _____

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

_____, its employees, agents, officers, representatives, contractors, heirs and assigns, (collectively "Applicant"), hereby WAIVES, RELEASES AND DISCHARGES any and all claims against the City of Hollister and/or its employees, officers, agents, or contractors, (collectively "City"), for death, personal injury, property damage, or any other damages which Applicant may have or suffer, or which may hereafter accrue, as a result of the:

- ☐ Block Party
- ☐ Parade
- ☐ Public Event
- ☐ Banner/Sign
- ☐ Other _____

("the Activity"). This RELEASE is intended to discharge the City in advance from any and all liability arising out of or connected in any way with the Activity, even though that liability may arise out of negligence or carelessness on the part of the City.

Applicant further understands that accidents, whether of a serious or minor nature, occasionally occur during the course of an Activity such as that for which Applicant has requested permission from the City of Hollister; and that participants may occasionally sustain mortal or serious personal injuries, and/or property damage, as a consequence thereof. Knowing the risks of the Activity, Applicant ASSUMES those risks and agrees to RELEASE AND HOLD HARMLESS the City regardless of whether or not any injury or damage is caused in part by the City.

It is further understood and agreed that this WAIVER, RELEASE AND ASSUMPTION OF RISK is to be binding on Applicant, and such individuals or entities comprising Applicant, and Applicant will make no claim against, sue, attach the property of, or prosecute the City for injury or damage or economic loss resulting from the negligence or other acts or omissions, howsoever caused, of City, as a result of Applicant's participation in, or City's authorization of the Activity, or any other act or omission of City relating to the Activity.

Applicant shall INDEMNIFY, RELEASE AND HOLD HARMLESS the City from:

(a) Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of any person including Applicant, and damages to or destruction of any property of City or Applicant, or any economic loss suffered by Applicant, arising out of or in any manner directly or indirectly connected with the Activity, however caused and regardless of whether or not caused in part by the City.

(b) Any and all damages, costs, expenses, or penalties, imposed on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Applicant.

Applicant shall, at its own cost, expense and risk, defend all suits, actions, or other legal proceedings of every kind that may be brought or instituted by third persons against the City, relating to the Activity, or to enforce any penalty relating to the Activity. Applicant shall pay and satisfy any judgment, award, decree or penalty assessment that may be rendered against City, in any such suit, action or other legal proceedings. Applicant shall reimburse City for any and all legal expenses and costs incurred by City in connection therewith or in enforcing this Agreement.

Notwithstanding the foregoing, nothing herein shall be construed to require Applicant to indemnify the City from any claim arising from the sole negligence or willful misconduct of the City.

DATE

APPLICANT